

## **SCHEDULE 3.3 – ASSIGNMENT AND ASSUMPTION AGREEMENT**

***Schedule 3.3 – Assignment and Assumption Agreement***

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The County of San Diego (“County”), acting through its Chief Administrative Officer and Purchasing Agent, and Northrop Grumman Information Technology, Inc. (“Contractor”), a Delaware corporation, are Parties to the Information Technology and Telecommunications Service Agreement dated as of [\_\_\_\_], 2006 (the “Agreement”), pursuant to which the County has agreed to convey, assign, transfer, and deliver to Contractor the Assigned Leases and the Assigned Contracts described in the Agreement (collectively, the “Assigned Assets”). The Agreement is incorporated by this reference, and terms capitalized in this Assignment and Assumption Agreement but not defined herein shall have the meanings ascribed to them in the Agreement.

For valuable consideration, the receipt of which is hereby acknowledged by the Parties, the County does hereby sell, transfer, assign, delegate, convey and deliver to Contractor, its successors and assigns, and Contractor hereby accepts and assumes, all right title, and interest in and to, and all obligations associated with, the Assigned Assets.

IT IS EXPRESSLY UNDERSTOOD THAT THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT THAT IS THE SUBJECT OF THE ASSIGNED LEASES, ALL OF WHICH IS BEING ACCEPTED “AS IS.”

The County agrees that it will, at Contractor’s reasonable request, without further consideration, do, execute, acknowledge, and deliver or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, or conveyances as may be considered by Contractor, its successors or assigns, to be reasonably necessary or proper for the sale, transfer, or conveyance of the Assigned Assets. This instrument shall be binding upon, inure to the benefit of, and be enforceable by, any Contractor’s successors and assigns.

The Parties hereto have caused this Assignment and Assumption Agreement to be signed on their behalf by duly authorized individuals as of \_\_\_\_\_, 2006.

**COUNTY OF SAN DIEGO**

**NORTHROP GRUMMAN  
INFORMATION TECHNOLOGY,  
INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF SCHEDULE**